

Resolution Agreement

Franklin McKinley Elementary School District
09-13-1056

To resolve the issues identified by the U.S. Department of Education, Office for Civil Rights (OCR), in the above referenced complaint, filed pursuant to Title VI of the Civil Rights Act of 1964, the Franklin McKinley School District (District), without admitting to any violation of the law, agrees to implement this Resolution Agreement.

TRANSLATION/INTERPRETATION

- I. The District will develop written guidelines for staff outlining procedures for the provision of oral interpretation and written translation for parents/guardians with limited proficiency in English (LEP parents) during all phases of the IEP and Section 504 processes. The District will provide copies of the guidelines to all relevant school and District staff, including administrators who have contact with parents. The guidelines will include the following provisions:
 - A. The District's human resources department ("HR") will maintain a pool of interpreters and translators qualified through examinations demonstrating proficiency in interpretation and translation ("Qualified Pool"). The District will ensure that the pool includes an adequate number of individuals who are proficient in the languages spoken by parents in the District to implement the provisions of these guidelines.
 - B. The special education department will arrange a training program on special education language and terminology that will be mandatory for all interpreters and translators in the Qualified Pool.
 - C. In advance of, or at the beginning of, all Section 504, individualized Education Program (IEP), and other special education meetings, the District will offer interpreter services to parent(s)/guardian(s) whose first language is not English. The District will honor all requests by parents/guardians for interpretation services.
 - D. In all cases in which the District provides interpretation services, the District will automatically provide written translation of all documents from such meetings. Parents whose primary language is not English who do not request interpretation services will also be offered document translation, and their response will be recorded. Each school site will maintain records verifying that interpretation and translation was offered to each parent/guardian whose primary language is not English.
 - E. All interpretation and translation services for Section 504, IEP, and other special education meetings will be provided by members of the Qualified Pool. An individual participant in a Section 504, IEP, or other special education meeting (e.g., school

principal, psychologist, etc.), even though he or she may be bilingual, will not serve as the interpreter for the meeting or the translator for documents from the meeting.

F. The site principal shall be responsible for ensuring that all meeting minutes, IEPs, Section 504 plans and other documents from any Section 504, IEP or other special education meeting are sent within two business days following the meeting to the District special education department for distribution to a member of the Qualified Pool for translation.

G. Upon receipt from the site principal or designee, the Director of Special Education shall be responsible for promptly assigning Section 504 or special education documents to a member of the Qualified Pool for translation. A member of the Qualified Pool will complete and provide to the special education department a written translation of all Section 504 or special education documents within nine business days of receipt by the special education department.

H. Section 504 plans, IEPs, and meeting notes/minutes will be translated in their entirety. Assessment reports will be translated in full, or a translated summary will be provided; the guidance will describe which portions will be translated, if only a summary is provided.

I. The Director of Special Education shall be responsible for ensuring that translated copies of all Section 504 and special education documents are sent to the student's parent(s)/guardian(s) and to the school principal within fifteen business days following any Section 504, IEP, or other special education meeting.

II. Record Keeping

A. The department of special education will maintain a log with the following information:

1. For all requests for interpretation: the date and nature of the meeting, the date on which interpretation was requested, the name of the interpreter, and notes regarding any need to reschedule the meeting due to the unavailability of an interpreter.

2. For all requests for translation: the date of the Section 504, IEP, or other special education meeting; a list of all documents developed at, or in connection with, the meeting, and the date on which they were sent to the Department of Special Education, the name of the translator, the date on which the translation was completed, and the date on which the translation was provided to the parent(s)/guardian(s).

B. The Director of Special Education will review the log on a monthly basis to ensure that interpretation and translation services are being provided according to the timelines set forth in this agreement.

III. Training

A. By December 12, 2014, the District will provide mandatory training for all school principals addressing the following:

1. Circumstances under which school sites are required to utilize District interpreters or translators;
2. The procedures to be utilized for school sites to access the services of members of the Qualified Pool in a timely fashion
3. The principals' responsibility to maintain oversight of the translation of site-based communications to ensure that the District meets all of its timelines for providing copies of translated documents to parents.

IV. Reporting to OCR

A. By December 5, 2014, the District will provide OCR with a draft of the guidance document described in Section I, above. The District will work cooperatively with OCR to address any comments or concerns, which OCR will provide within 30 days. The District will distribute the guidance to all school site administrators within 15 days of final approval by OCR.

B. By January 30, 2015; June 30, 2015; and December 31, 2015, the District will provide OCR with copies of the logs described in Section II, above. The District will provide OCR with copies of documents identified from these logs within 15 days of OCR's request.

C. By January 16, 2015, the District will provide OCR with a description of the training outlined in Section III, above, including the name of the trainers and a list of the administrators attending the training.

V. RETALIATION

- A. The District has removed from the personnel file of XXXXXXXX XXXXX, and from all school files maintained by the principal, the former principal, or other school administrators, all letters created between September 2012 and December 2012 concerning the use of Spanish instruction in XXX XXXXXXX classroom. The District hereby confirms to OCR that all such documents have been removed from all files concerning XXX XXXXX.

- B. The District provided training to all school site principals and District administrators on September 26, 2013, concerning the prohibition against retaliation for protected activities under Title VI of the Civil Rights Act of 1964. The District will provide OCR with a summary of the training and a list of participants by December 12, 2014.

GENERAL PROVISIONS

The District understands that OCR will not close the monitoring of this agreement until OCR determines that the District has fulfilled the terms of this agreement and is in compliance with the regulations implementing Title VI, Section 504, and Title II with respect to the issues in this case.

The District understands that by signing this agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the District understands that during the monitoring of this agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this agreement and is in compliance with Title VI, Section 504, and Title II.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

_____/s/_____
John R. Porter, Jr.
Superintendent

12/10/2014
Date